



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, for Construction Testing and Inspection Services (\$100,000)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

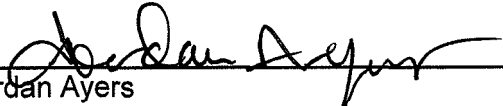
RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Neil O. Anderson & Associates, of Lodi, for construction testing and inspection services in the amount of \$100,000.

BACKGROUND INFORMATION: The Public Works Engineering Division requires the services of construction testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects. On April 20, 2011, City Council authorized Neil O. Anderson & Associates to provide these services through June 30, 2012. Staff recommends executing a professional services agreement for the company to provide these services for an additional year. The agreement will allow City staff to use Neil O. Anderson & Associates on an "on call" basis, as needed. Projects include Hutchins Street Widening, Roget Park Improvements, 2012 Alley Improvement Project, 2012 ADA improvements Project and various other projects. This local firm has provided construction testing and inspection services on numerous City projects. The agreement is on a time-and-materials basis with a not-to-exceed limit of \$100,000 for the agreement period through June 30, 2013.

The requested appropriation is from the Engineering operating account. The fund will be reimbursed from individual project-funded accounts.

FISCAL IMPACT: Having a single firm under contract to perform construction testing and inspection services will save City staff time and expedite the project design process.

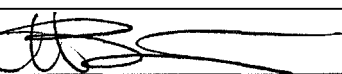
FUNDING AVAILABLE: Funding appropriated with various capital projects.


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf

APPROVED:


Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Neil O. Anderson & Associates (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Construction Testing and Inspection Services on Various City Projects (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on July 1, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2013, whichever occurs first.

ARTICLE 3
MPEI N

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
EI PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and il for im g

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Gary Wiman

To CONTRACTOR: Neil O. Anderson & Associates
902 Industrial Way
Lodi, California 95240
Attn: Garrett Hubbart

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Arbitration and Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4. 6 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:

CONTRACTOR:

D. STEPHEN SCHWABAUER, City Attorney

Neil O. Anderson & Associates

JANICE D. MAGDICH, Deputy City Attorney

By: _____


By: _____
Name:
Title:

Attachments:

Exhibit A - Scope of Services

Exhibit B - Fee Proposal

Exhibit C - Insurance Requirements

Exhibit D - Federal Transit Funding Conditions (if applicable)

Doc ID:

CA:rev.09.2011



MEMORANDUM, City of Lodi, Public Works Department

To: Neil O. Anderson
From: Construction Project Manager
Date: May 23, 2012
Subject: Construction Testing and Inspection Services – Various City Projects

Scope of Services:

The Scope of Services for the Professional Services Agreement shall be Construction Testing and Inspection Services as requested by the City of Lodi for Various City Projects including but not be limited to:

Hutchins Street Widening

Roget Park

2012 Alley Improvements Project

2012 ADA Project

City Hall Parking Lot Improvements

Services for individual projects will be as requested by the City. Total contract services not-to-exceed \$100,000.

City will provide copies of project documents to Neil O. Anderson & Associates as requested.

A handwritten signature in black ink, appearing to read "G. Wiman".

Gary R. Wiman
Construction Project Manager



GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

**CITY OF LODI
2012 SCHEDULE OF FEES
TERMS OF PAYMENT AND CHARGES**

TERMS OF PAYMENT

- Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

- All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional \$10.00 per hour to expedite.

HOURLY CHARGES

- Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

- Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.

PREMIUM TIME

- An additional rate of \$10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

- In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of \$20.00 may be applied per hour for publicly funded projects. A wage differential of \$30.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

2012 FEE SCHEDULE

ENGINEERING SERVICES (FOR CUSTOMER REF ONLY)	
Senior Principal Engineer	195.00/hr
Principal Engineer/Geologist	170.00/hr
Senior Engineer / Geologist / Scientist	155.00/hr
Project Engineer / Geologist/ Scientist	145.00/hr
Staff Engineer / Geologist / Scientist	125.00/hr
Expert Consulting	230.00/hr
Expert Testimony	460.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (A/C Soils Inspector, Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	80.00/hr
AC/Soil Inspector with Nuclear Gauge	83.00/hr
Certified Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr

EXPLORATION	
Geophysical:	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	195.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	160.00/hr
Post Processing and Analysis	155.00/hr
Drilling:	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	275.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	275.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring (Equipment plus Operator, quote will be given upon request for second operator)	140.00/hr
Coring Trailer	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day



Cement Pump and Mixer	100.00/day
Visqueen	75.00/roll
Drums	75.00/ea
Well Supplies	cost + 20%
Laboratory Analysis	cost + 20%

AGGREGATES	
Sodium or Magnesium Sulphate Soundness ASTM C88	350.00/ea
Fine or Coarse (5 cycles), per sieve size	
Injurious Organic Matter (fine aggregate) ASTM C40	75.00/ea
Unit Weight (aggregate) ASTM C29	80.00/ea
Sand Equivalent Test CTM 217	155.00/ea
<i>Specific Gravity</i> : Fine ASTM C128 and Coarse ASTM C127	80.00/ea
Absorption Test, Fine or Coarse Aggregates	70.00/ea
Specific Gravity, Fine, C128	140.00/ea
Specific Gravity, Coarse, C127	140.00/ea
Los Angeles Rattler Test (500 revolutions) ASTM C131	550.00/ea
Cleaness Value, Coarse Aggregate CTM 227	200.00/ea
<i>Durability Index</i> : Fine Aggregate CTM 229 and Coarse Aggregate CTM 229	165.00/ea
Percent Crushed Particles C142	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit ASTM D-4318	120.00/ea
Permeability (Falling Head)	280.00/ea
Specific Gravity Determination ASTM D854	80.00/ea
Combined Grading (coarse & fine) ASTM C136/CTM 202	140.00/ea
Grading Analysis, fine with wash ASTM C136	115.00/ea
Grading Analysis, % minus #200 ASTM C112	80.00/ea
Hydrometer Analysis ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	205.00/ea
6" mold AASHTO T99, ASTM D698	215.00/ea
4" mold AASHTO T180, ASTM D1557	205.00/ea
6" mold AASHTO T180, ASTM D1557	215.00/ea
California <i>Wet to Wet</i> CTM 216	215.00/ea
Stabilometer Test R-Value & Expansion, Untreated Samples CTM 301	295.00/ea
Cement- Stabilized Samples CTM 301	295.00/ea
Lime-Stabilized Samples CTM 301	295.00/ea
pH Test	80.00/ea
pH-Lime Determination Test	170.00/ea
Resistivity and pH Test CTM 643	190.00/ea
Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373	325.00/ea
Percent Lime Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1200.00/ea
Unconfined Compression Test	120.00/ea



<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated – Undrained	185.00/point
Consolidated – Undrained	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea

ASPHALT CONCRETE	
<i>State of California Asphalt Concrete Mix Design:</i>	
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Recycle AC	110.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per sieve)	120.00/ea
CTM 217 Sand Equivalent	120.00/ea
CTM 227 Cleanness Coarse Agg	150.00/ea
CTM 229 Durability Index	165.00/ea
CTM 303 Kc & Kf	150.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1800.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1400.00/ea
CTM 382 Ignition Oven Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration	400.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea
AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
<i>Marshall Mix:</i>	
Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	200.00/ea



ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea
Asphalt Concrete Consulting	145.00/hr
Asphalt Concrete Core Trailer	165.00/hr

CONCRETE	
TECHNICAL	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	130.00/hr
Unit Weight Fireproofing	50.00/ea
Schmidt Hammer Testing	95.00/hr
LABORATORY	
Compression Tests , Field cast concrete cylinders, (6"x12"):	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	70.00/ea

Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests on Core (masonry)	145.00/ea
<i>Compression Tests:</i>	
4"x8" Grout Mold Block	26.00/ea
Mortar Cylinder	26.00/ea
2"x4" Cylinder Molds	7.00/ea
Masonry Prism (2-block, mortared & grouted)	175.00/ea
Shotcrete	30.00/ea
Concrete Masonry Unit, 8"x8"x16":	
Compression Test ASTM C140	175.00/ea
Absorption Tests ASTM C140	105.00/ea
Lineal Shrinkage (Volume Change) ASTM C426	175.00/ea
Lineal Shrinkage with Absorption	260.00/ea
Lineal Shrinkage with Absorption and Compression	375.00/ea

<i>Ultrasonic</i>	
	130.00/hr
<i>Magnetic Particle</i>	
	130.00/hr
<i>Liquid Penetrant</i>	
	130.00/hr
<i>Brinell Hardness Testing</i>	
	130.00/hr
High Strength Bolt Testing	
	130.00/hr
Bolt Pull/Load Testing	
	130.00/hr
GPR	
	160.00/hr
Pachometer	
	110.00/hr
Shrink Bar Testing	



LABORATORY	
<i>Structural Steel</i>	
Tensile & Bend Tests:	
#5 or smaller	135.00/ea
#6 - #9	165.00/ea
No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	260.00/set
Rockwell Hardness Test	70.00/ea
Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	750.00/ea
Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
Weld Test Plate (set)	65.00/ea
Weld Test Pipe (set)	85.00/ea

On-Site Steel and/or Excavation Observation	350.00/min
Standard Retaining Wall Design	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Standard Swimming Pool Detail	150.00/min
Custom Swimming Pool Detail	500.00/min
Consulting Letter	175.00/min
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan	300.00/ea
Treelake Schedule	150.00/set
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	125.00/ea
Pool Vendor Remodel Plan	195.00/ea
Pool Vendor Commercial Plan (per set, includes calculations)	300.00/min
Epoxy Injection	1,500/first 10', 60.00/ft. after

Automobile Mileage	0.95/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	35.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet





Exhibit C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Each. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |
| \$1,000,000 Professional Liability
(Errors & Omissions) per Claim | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Volunteers and Employees as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

RESOLUTION NO. 2012-100

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT FOR CONSTRUCTION TESTING AND
INSPECTION SERVICES

=====

WHEREAS, the Public Works Engineering Division requires the services of construction testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects; and

WHEREAS, Neil O. Anderson & Associates has provided construction testing and inspection services on numerous City projects; and

WHEREAS, staff recommends executing a Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, California, to provide construction testing and inspection services on an on-call, time-and-materials basis, in an amount not to exceed \$100,000 for the agreement period through June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, California, to provide construction testing and inspection services on an on-call, time-and-materials basis through June 30, 2013, in an amount not to exceed \$100,000.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-100 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk